

Exhibit
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COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC.
SELF-INSURANCE PLAN AND TRUST AGREEMENT

AGREEMENT made and entered into this 31st day of December, 1986, by and between COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC., a Michigan non-profit health maintenance corporation, organized and existing under the laws of the State of Michigan, hereinafter referred to as "CHSD", and NATIONAL BANK OF DETROIT, a Michigan corporation, whose principal offices are located in the City of Detroit, County of Wayne, State of Michigan, hereinafter referred to as "TRUSTEE".

W I T N E S S E T H:

WHEREAS, CHSD is desirous of organizing and adopting a self-insurance plan and trust to provide a trust corpus to be utilized to pay certain claims, expense and damages on behalf of itself, certain specified employees, and certain specified agents pursuant to the terms and conditions of this Agreement, and

WHEREAS, to accomplish the above set forth purpose, the Board of Trustees of CHSD has specifically approved and adopted, by resolution, the plan and trust set forth herein, and

WHEREAS, by this Plan and Trust Agreement created in the United States of America, CHSD establishes a trust fund and provides for payment to the Trustee of such funds, by way of annual contributions as hereinafter determined to be used for such purposes as are hereinafter provided, and

WHEREAS, the Trustee is willing to act in such capacity in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, it is agreed by and between CHSD and the Trustee as follows:

ARTICLE I

DEFINITIONS

As utilized in this Agreement and any amendments thereto, the following terms shall have the below-described meanings unless the context clearly indicates or requires otherwise:

1. "Agreement" shall mean this self-insurance plan and trust Agreement, including any amendments thereto.
2. "Plan" shall mean the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust as set forth in this Agreement.
3. "Effective Date" and/or "Effective Period" of the Plan shall mean and include the period beginning at 12:01 o'clock a.m., the 1st day of March, 1986, and continuing until such time as this Plan and Trust Agreement shall terminate.
4. "Fiscal Year" shall mean the twelve (12) month period which corresponds to CHSD's fiscal year.
5. "Trust Fund" and/or "Trust Corpus" shall mean the corpus of this Trust.
6. "Bodily Injury" shall mean and include bodily injury, sickness or death sustained by any person, including death at anytime resulting therefrom.
7. "Covered Persons" shall mean and include Comprehensive Health Services of Detroit, Inc. and employees of Comprehensive Health Services of Detroit, Inc. who are directly responsible for providing health care services, including professional medical services, to Comprehensive Health Services of Detroit, Inc. members.
8. "Occurrence" shall mean and include an accident, including continuous or repeated exposure to conditions, which results in bodily injury or sickness neither expected nor intended from the standpoint of a Covered Person.
9. "Trustee" shall mean National Bank of Detroit, the Trustee under this Trust Agreement, or any Successor Trustee.

ARTICLE II

ESTABLISHMENT OF TRUST

CHSD hereby establishes the Comprehensive Health Services of Detroit, Inc. Self-Insurance Trust with National Bank of Detroit agreeing to serve and act as the Trustee. The Trust Corpus shall consist of such payments of money or other property as have been delivered and shall, from time to time, be delivered to the Trustee by or on behalf of CHSD to fund the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust and such earnings, profits, increments and other accruals thereon and thereto as may occur from time to time, which payments and accruals shall constitute and be and are hereafter referred to as the Trust Corpus.

ARTICLE III

ADMINISTRATION OF THE CHSD SELF-INSURANCE PLAN

The Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust shall be administered by the Board of Trustees, Comprehensive Health Services of Detroit, Inc., or by one or more of its officers so designated by it. The Board of Trustees, Comprehensive Health Services of Detroit, Inc., shall have any and all powers, duties and authority which shall be necessary and proper to enable it to perform its duties and obligations under this Plan, including, by way of illustration and not limitation, the power and authority to direct the Trustee in performing its duties and obligations hereunder provided same are not inconsistent with the terms and provisions of this Agreement, to promulgate rules and regulations with respect to this Plan and Trust which are not inconsistent with this Plan and Trust, and to determine, consistently therewith, all questions that may arise under the administration and operation of this Plan. The Board of Trustees, Comprehensive Health Services of Detroit, Inc., shall have the power to construe this Plan, to correct any defect, supply any omission or reconcile any inconsistencies in such manner and to such extent as the Board of Trustees shall deem proper.

CHSD, and those to whom it has delegated any duties or responsibilities, shall keep a record of all their proceedings and actions, and shall maintain all such books of account, records and other data as shall be necessary for the proper administration of this Plan.

CHSD shall consult with accountants, actuaries and other professional persons, in establishing funding procedures, in discharge of its responsibilities under this Agreement. Further, CHSD shall also be charged with the responsibility for the development of a policy for the funding of the Plan that is consistent with the sound actuarial needs of the Plan. In addition, CHSD shall give the Trustee a written copy of any funding procedures, upon their development, and shall direct and supervise the Trustee's actions to see that the policy is adhered to and otherwise implemented.

CHSD shall indemnify those to whom it has delegated fiduciary and operational duties against any and all claims, losses, damages, expenses and liability arising from their responsibilities in connection with the Plan, unless the same is determined to be due to gross negligence or willful misconduct.

ARTICLE IV

BENEFICIARIES AND COVERED PERSONS UNDER THIS PLAN

For purposes of this Plan, "Beneficiaries" and/or "Covered Persons" shall mean and include Comprehensive Health Services of Detroit, Inc. and those of its employees who provide health care services to Comprehensive Health Services of Detroit, Inc. Plan Members while acting within the scope of their assigned duties and responsibilities. The term "Scope of Duties" as used in this paragraph, shall be interpreted to mean providing health care services to Comprehensive Health Services of Detroit, Inc. Plan Members pursuant to the person's position description, contract or other document setting forth their assigned duties and responsibilities.

ARTICLE V

COVERED PROFESSIONAL LIABILITY CLAIMS

For purposes of this Plan, "Covered Professional Liability Claims" shall mean and include all claims for costs, liabilities, suits, actions, causes of actions, and damages because of injury or death to any person arising out of the providing or the failure to provide, during the existence of this Plan, the following services:

a) Medical, surgical, dental, social work, psychiatric, alcohol and drug treatment, nutritional, and pharmaceutical services and treatment.

b) Furnishing or dispensing of drugs, medications, medical, dental or surgical supplies or appliances.

c) Medical records services, including release of medical records.

d) Service by any CHSD employee as a member of or as a participant in a formal accreditation, peer review of similar professional board or committee of Comprehensive Health Services of Detroit, Inc. or as an individual assigned to the duty of executing directives and orders of any such board or committee.

e) Service by any Comprehensive Health Services of Detroit, Inc. employee as a member of any committee or as a person communicating information to CHSD or its medical staff for the purpose of aiding in the evaluation of the qualifications, fitness or character of an applicant for employment by CHSD or for the purpose of initiating corrective action, or as a person charged with the duty of acting as a hearing officer or agent of a review committee executing directives of any such committee when such person is acting within the scope and capacity as his/her duties.

ARTICLE VI

EXCLUSIONS FROM COVERAGE OF COVERED PROFESSIONAL LIABILITY CLAIMS

For purposes of this Plan, "Covered Professional Liability Claims" shall not include any claim for damages, liability, costs, actions, causes of actions, and the like, arising out of the following:

a) Any obligation for which a Covered Person or any insurer of such Covered Person is liable.

b) Any intentional wrongful act.

c) Any act committed by a Covered Person which is outside of or beyond the person's assigned duties and responsibilities.

d) Any liability assumed by any Covered Person under any contract or agreement.

e) Bodily injury occurring due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

f) Any personal injury, to a Covered Person, including any illness or sickness, incurred or contracted while performing assigned duties and responsibilities.

g) Any act or action, committed by a Covered Person, in violation of any statute, ordinance or administrative rule or regulation.

ARTICLE VII

CONTRIBUTIONS

CHSD shall make contributions to the Trust Fund in the amount determined to be necessary pursuant to the provisions of this paragraph. The initial contribution shall be paid by CHSD to the Trustee upon the establishment of this Trust and, thereafter, the annual contributions shall be due and payable quarterly.

CHSD shall retain the services of an independent actuary, on or before December 1st of each year, for the purpose of preparing an annual certified actuarial statement to be prepared in accordance with generally accepted actuarial principles. The actuary shall be an individual having actuarial experience in the field of medical malpractice insurance liability. The heretofore-mentioned certified actuarial statement shall set forth, at a minimum, the following:

a) The amount necessary to be paid into the Trust Fund for the subsequent annual fiscal period of the Plan to establish reserves adequate to pay losses based on accepted actuarial techniques customarily employed by the medical malpractice insurance industry and expenses which are authorized to be paid from the Trust Corpus.

b) Provide for an estimate of the amounts in excess of the amount which is reasonably necessary to support anticipated disbursements from the Trust Corpus, and

c) State the actuarial basis and the coverage period utilized in establishing the reserve levels.

For purposes of this provision, an independent actuary includes an actuary who does not have any direct or indirect financial interest in or control of CHSD.

ARTICLE VIII

PAYMENT OF CLAIMS AND EXPENSES

The Board of Trustees, Comprehensive Health Services of Detroit, Inc., or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay, or to reimburse any Covered Person for payment by it of, the following expenses:

a) The expenses of establishing the Trust, including legal fees, actuarial fees, and Trustee fees.

b) Expenses incurred in connection with administering the Professional Liability Claims management program of Comprehensive Health Services of Detroit, Inc.

c) Legal, actuarial and fiduciary expenses in connection with the maintenance, administration and operation of the Trust by the Trustee.

Subject to the provisions of this paragraph, the Board of Trustees, Comprehensive Health Services of Detroit, Inc., or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay on behalf of any Covered Person, or to reimburse any Covered Person for payment by it of, the following:

a) All covered Professional Liability Claims which any Covered Person shall become legally obligated to pay or which are payable by any Covered Person as a result of a settlement approved by the Board of Trustees, CHSD, or any one or more persons designated by it.

b) All ordinary and necessary expenses and costs incurred in connection with any claims payable from the Trust Fund pursuant to this paragraph. The term "ordinary and necessary costs and expenses" shall be liberally construed and specifically defined to include risk management expenses incurred by CHSD and any excess liability insurance premiums incurred by CHSD.

No payment shall be made from the Trust Corpus, for any claim on account of a claim against a Covered Person other than Comprehensive Health Services of Detroit, Inc. unless the Board of Trustees, or one or more of persons designated by it, determines that such Covered Person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of CHSD, that such person was acting in accordance with his/her position description with respect to performing his/her duties and responsibilities, and that the Covered Person was not acting illegally or intentionally wrongful.

With regard to covered Professional Liability Claims based upon occurrences, no payment shall be made from the Trust Fund in excess of \$1,000,000.00 for any one covered Professional Liability Claim against one or more persons, and \$3,000,000.00 in the annual aggregate for all such claims. It is specifically understood and agreed that the Trustee shall have no obligation, absent a specific directive from CHSD, to purchase any excess liability insurance coverage; notwithstanding the foregoing, however, the Trustee is authorized to purchase and maintain such excess liability insurance coverage and pay the premiums, for the cost of said insurance coverage, provided same is completed at the express written direction of CHSD.

Unless coverage of a Covered Person under all applicable, valid and collectible insurance policies or self-insurance plans has been exhausted, no payment shall be made from the Trust Fund with respect to a claim against such Covered Person.

The Board of Trustees, CHSD, shall deliver to the Trustee a written designation of one or more persons which may authorize payment from the Trust Fund for expenses and claims under this paragraph. Any one or more persons so designated shall not have the power to direct payments to be made from the Trust Fund until such written designation is delivered to the Trustee, or after the Trustee is informed in writing that such authority has been revoked.

The Trustee shall not become liable to CHSD or any other Covered Person for any payment made in accordance with the written authorization of CHSD or from such person or persons authorized to deliver written authorizations to the Trustee.

ARTICLE IX

CLAIMS AND RISK MANAGEMENT

CHSD shall establish and maintain a claims management plan designed to ascertain if covered Professional Liability Claims exist, their causes and the cost of claims. CHSD shall utilize either its qualified personnel or an independent contractor, or both, in establishing and maintaining the Plan. CHSD shall also have available, at all times, legal assistance to carry out its claims management plan.

CHSD shall also maintain a risk management plan to examine the causes of losses and to reduce the frequency and severity of losses. CHSD shall also utilize the services of legal counsel in establishing and maintaining its risk management program.

The Trustee shall have no obligation to inquire into or determine if a claim is either a claim or a risk management expense and shall be indemnified by CHSD in connection with any such determination.

ARTICLE X

TRUSTEE'S DUTIES AND RESPONSIBILITIES

The Trustee shall hold legal title to the Trust Corpus, in trust hereunder, and shall administer it in accordance with the terms and conditions of this Agreement and pursuant to the laws of the State of Michigan.

ARTICLE XI

INVESTMENT OF TRUST CORPUS

The Trust Corpus shall be invested and re-invested, by the Trustee, in investments such as cash, short-term obligations, stocks, bonds, real property, personal property, interest in investment companies, and such other investments as the Trustee, in its sole discretion, shall determine. The Trust Corpus may be invested collectively with the money and assets of other similar professional liability self-insurance trusts by causing such money or other assets to be invested as part of any common trust fund as same may be heretofore or hereafter established.

All or part of the Trust Corpus may be invested in interest-bearing deposits with the Trustee in its banking capacity or another bank or similar

financial institution, including but not limited to investments in time deposits, savings deposits, certificates of deposit, or time accounts which bear a reasonable rate of interest. The Trustee is specifically authorized to hold cash uninvested or on deposit with any bank or trust company, including itself, which deposit is insured by an agency of the United States Government, for the purpose of paying anticipated expenses and other amounts out of the Trust Corpus. The Trustee may hold any such cash on deposit with itself, or to its credit, without any liability for interest, except as may be required by law.

ARTICLE XII

POWERS OF THE TRUSTEE

The Trustee is hereby granted the following powers:

a) To sell, exchange, convey, transfer or dispose of, and also grant options with respect to, any property, whether real or personal, at any time held by it, and any sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as the Trustee may deem best, and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition.

b) To acquire, hold and dispose of any real estate, at such time, in such manner and upon such terms as the Trustee may deem advisable; to retain, manage, operate, repair, improve, partition, mortgage or lease for any term or terms of years any such real estate, or to exchange all or any part thereof for other estate, upon such terms and conditions as the Trustee deems proper, using other Trust assets for any of such purposes if deemed advisable.

c) To compromise, compound and settle any debt or obligation due to or from it as Trustee and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon, default or otherwise enforce or act with respect to any such obligation.

d) To vote, in person or by general or limited proxy, any stocks or other securities at any time held in the Trust Corpus, at any meeting of stockholders or security holders, in respect to any business which may come

before the meeting; to exercise any options appurtenant to any stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities; to exercise or sell any conversion, exchange or subscription rights appurtenant to any stocks, bonds or other securities at any time held in the Trust Corpus, and to make any and all necessary payments therefor; to join in, and to approve, or to dissent from and oppose, any corporate act or proceeding, including any reorganization, recapitalization, consolidation, merger, dissolution, liquidation, sale of assets or other action by or plan in respect of corporations or properties, the stocks or securities of which may at any time be held in the Trust Corpus; to deposit with any committee or depository, pursuant to any plan or agreement of protection, reorganization, consolidation, sale, merger or other readjustment, any property held in the Trust Corpus; and to make payment from the Trust Corpus of any charges or assessments imposed by the terms of any such plan or agreement.

e) To accept and hold any securities or other property received by it under the provisions of any of the subdivisions of this section whether or not the Trustee would be authorized hereunder then to invest therein.

f) Subject to advance approval from CHSD, borrow or raise moneys for the purposes of the Trust to the extent that the Trustees shall deem desirable, and for any sums so borrowed or advanced to issue its promissory note as Trustee and to secure repayment thereof by pledging all or any part of the Trust Corpus.

g) To enforce any right, obligation or claim in its discretion and in general to protect in any way the interests of the Trust Corpus, either before or after default, and in case the Trustee shall, in its discretion, consider such action for the best interests of the Trust Corpus, to abstain from the enforcement of any right, obligation or claim and to abandon any property, whether real or personal, which at any time may be held by the Trustee.

h) To make, execute, acknowledge and deliver any and all deeds, leases, assignments, transfers, conveyances and any and all other instruments necessary or appropriate to carry out any powers herein granted.

i) To cause any investments from time to time held by it hereunder to be registered in, or transferred into, its name as Trustee or the name of its nominee or nominees, and with or without designation of fiduciary capacity, or to retain any investments unregistered or in form permitting transfer by delivery, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Corpus.

j) To hold any part or all of the Trust Corpus uninvested; and

k) To do all acts which the Trustee may deem necessary or proper and to exercise any and all of the powers of the Trustee under this Agreement upon such terms and conditions as to the Trustee may seem for the best interests of the Trust Corpus.

ARTICLE XIII

REIMBURSEMENT OF EXPENSES

The reasonable expenses incurred by the Trustee in the performance of its duties hereunder, as approved in advance by CHSD, including reasonable fees and expenses for agency and legal services provided to the Trustee, and such compensation to the Trustee as may be agreed upon, in writing, from time to time, between CHSD and the Trustee, shall be chargeable against and deductible from the Trust Corpus.

ARTICLE XIV

TAXES

All taxes, including real and personal property taxes, income taxes, transfer taxes, and other taxes of any kind whatsoever necessary or incidental to the maintenance of the Trust Corpus that are assessed against or levied upon or in respect to the Trust Corpus or its assets or any interest therein, and which the Trustee is required to pay, shall be chargeable against and deducted from the Trust Corpus.

ARTICLE XV

ACCOUNTING

The Trustee shall maintain accurate and detailed records and accounts of all investments, receipts and disbursements and other transactions hereunder, and all accounts, books and records relating thereto shall be open at all reasonable times to inspection and audit by any person or persons designated by

CHSD. From time to time, upon request, the Trustee shall furnish CHSD, or its designee, such information as may be reasonably requested with respect to the operation of the Trust and the investments thereof.

Within sixty (60) days subsequent to the close of the fiscal year of the Trust, and at such other times as CHSD may reasonably request, the Trustee shall prepare and deliver to CHSD a written accounting of its administration of the Trust Corpus, which accounting shall include a designation of all assets then comprising the Trust Corpus, including costs and market values as of the date of such written accounting, the balance of the Trust Corpus at the beginning of the fiscal period, contributions during the fiscal year, the amount and nature of payments and disbursements from the Trust Corpus, including a identification for each type of payment made such as claims management expenses, legal expenses, and claims paid, and the fund balance, and the accounting shall contain such further and additional information as CHSD may reasonably request. Within ninety (90) days subsequent to receipt of such written accounting, CHSD shall notify the Trustee in writing whether or not such accounting is approved and, unless it is specifically disapproved, it shall be deemed approved except as to matters involving manifest error or fraud. Further, CHSD may require the Trustee to furnish such other and additional information, with respect to the administration of the Trust, as may be reasonably necessary or desirable prior to determining its approval or disapproval thereof and, in such event, the aforesaid 90-day period shall be tolled until the requested information is received by CHSD. If CHSD shall notify the Trustee that the accounting is not approved, an audit or review thereupon shall be made by an independent public accountant or accountants chosen by CHSD. Upon completion of such audit, any errors in the accounting shall be corrected and the corrected accounting shall be deemed to be approved by CHSD.

The approval by CHSD of the accounting or corrected accounting shall constitute an account stated between the Trustee and CHSD. Nothing in this paragraph shall prevent the Trustee from having an accounting settled and allowed by, or being required by CHSD to account in, a court of competent jurisdiction.

ARTICLE XVI

REMOVAL OR RESIGNATION OF TRUSTEE

The Trustee may be removed by CHSD at any time upon thirty (30) days notice in writing. The Trustee shall have the right to resign at any time by

giving thirty (30) days notice in writing to CHSD.

Upon such removal or resignation of the Trustee, CHSD shall, within thirty (30) days, appoint and designate a Successor Trustee, which shall qualify as such by delivering a written acceptance of the Trust to CHSD and the retiring Trustee, and thereupon all the provisions hereof shall relate to and be applicable to such Successor Trustee. In the interim, the retiring Trustee shall continue to function and remain bound hereunder as Trustee hereof. Upon receipt of such written acceptance, the retiring Trustee shall forthwith file with CHSD a written accounting of its acts in the same form as its written accounting provided for in Article XV from the date of its last written accounting to the date of the acceptance of the Trust by the Successor Trustee and settlement of such account shall be had as provided in Article ~~XV~~^{XVII}. Upon the filing of such written accounting, the retiring Trustee shall transfer and deliver the Trust Corpus to the Successor Trustee. Upon transfer of the Trust Corpus and settlement of the account, the retiring Trustee's previous written accounting having been settled as provided in Article ~~XV~~ hereof, the retiring Trustee shall thereupon be discharged from any further duty, obligation or responsibility hereunder. The Successor Trustee shall have no responsibility with respect to the Trust or any matter connected therewith prior to the delivery of said written acceptance.

ARTICLE XVII

DIRECTIONS TO TRUSTEE

All directions for the payment of money, certifications and instructions, by CHSD, shall be in writing, signed by such person or persons that the Board of Trustees, CHSD, shall indicate in writing to the Trustee as having authority to take such action, and the Trustee shall act and be fully protected in acting in accordance with such directions, certifications and instructions. The Trustee shall not be bound by any notice, direction or instruction unless and until it shall have been received in writing at its main office at Detroit, Michigan. Notwithstanding the foregoing, however, the Trustee may accept notice from CHSD, by means other than as described hereinabove, and, should it elect to do so, shall be protected and indemnified should it elect to comply with the request and requirements of any such communication which it, in good faith, believes to be genuine and otherwise authorized by CHSD.

ARTICLE XVIII

TERMINATION OF TRUST

CHSD shall have the right, at any time, and from time to time, by action of its Board of Trustees and by delivery of a statement in writing to the Trustee, to modify, alter, amend or revoke the Trust hereby created to any extent, provided that no modification, alteration or amendment of the Trust, other than a revocation, shall materially change the duties, powers, liabilities and immunities of the Trustee hereunder without its written consent. Any modification, alteration or amendment may be made effective retroactively. Any amendment or termination of this Trust Agreement, if so required, shall be approved by any applicable regulatory authorities having jurisdiction over CHSD and this Trust Agreement. Further, in the event that any regulatory authority shall have jurisdiction over CHSD and this Trust Agreement, then any amendment thereto or termination thereof shall be conducted in accordance with any applicable statutory requirements, rules and regulations of said regulatory authority.

This Trust Agreement shall terminate twenty (20) years from the date hereof, provided that the parties may mutually agree in writing to extend the term of this Agreement for an additional term of twenty (20) years.

In the event that this Trust is terminated, the Trustee shall have the right to a settlement of its accounts. Such settlement shall be had, at the option of the Trustee, either by proceedings in a court of competent jurisdiction or by agreement between the Trustee and CHSD. Upon termination of the Trust and the settlement of the accounting of the Trustee, the remaining assets of the Trust shall be allocated, applied and distributed as directed by the Board of Trustees, CHSD.

ARTICLE XIX

INSURED'S RIGHTS

Except as may be specifically provided by law, neither the establishment of the Trust hereby created, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefit, shall be construed as giving to any beneficiary or other person any legal or equitable rights against CHSD, or any of its officers or employees, or the Trustee, except as provided herein.

ARTICLE XX

SPENDTHRIFT CLAUSE

The right of any beneficiary to any benefit shall not be subject to any alienation or assignment.

ARTICLE XXI

IRREVOCABILITY

Except as specified in Article XVIII hereof, this Plan and Trust Agreement shall be deemed to be and constitute an irrevocable trust.

ARTICLE XXII

MISCELLANEOUS

The Trust created hereby shall be construed, governed and interpreted in accordance with the laws of the State of Michigan.

This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

Wherever reasonably necessary, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns. The headings to the Articles of this Agreement are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Agreement. Each provision of this Agreement shall be treated as severable. If any one or more provisions shall be adjudged or declared illegal, invalid or unenforceable, the Agreement shall be interpreted and shall remain in full force and effect as though such provision or provisions had never been contained in this Agreement.

The Trustee, by executing this Agreement, hereby signifies its acceptance of the Trust hereby created.

No part of the earnings of the trust shall inure to the benefit of any private individual, no part of the activities of the Trust shall be the carrying on of propaganda, or of otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of any candidate for public office.

The Trust shall not conduct or carry on any activity not permitted to be carried on or conducted by an organization exempt from federal taxation pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or any corresponding provisions of any subsequent federal tax laws, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended, or any corresponding provisions of any subsequent federal laws.

The sole purpose for which the Trust is established is exclusively for the benefit of CHSD within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

IN WITNESS WHEREOF, this Trust Agreement has been duly executed on the day and date first written above.

"CHSD"
COMPREHENSIVE HEALTH SERVICES OF
DETROIT, INC.

WITNESS:

William H. Long

By:

Ellis J. Barner

Title:

President

"TRUSTEE"
NATIONAL BANK OF DETROIT

WITNESS:

By:

Harvey

Title:

CERTIFICATE OF PARTICIPATION AND COVERAGE
COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC.
SELF-INSURANCE PLAN AND TRUST

Subject to all of the terms and conditions of the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust, it is agreed that coverage is afforded as indicated below:

ITEM 1 Named Insured: _____
Address: _____

ITEM 2 Policy Period: From: _____ To: _____
12:01 A.M. standard time at the address of the named insured as stated herein.

ITEM 3 The participation coverage afforded is only with respect to so many of the following coverages as are indicated by specific Limits of Liability. The limit of the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust liability against each such coverage shall be as stated herein, subject to all of the terms and conditions of the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust having reference thereto.

COVERAGE	DEDUCTIBLE	LIMITS OF LIABILITY	
PROFESSIONAL LIABILITY	\$ -0-	\$ 300,000	aggregate
		\$ 100,000	each claim
PROFESSIONAL SERVICES	\$ NO COVERAGE	\$ NO COVERAGE	aggregate
		\$ NO COVERAGE	each claim
DIRECTORS AND OFFICERS LIABILITY	\$ NO COVERAGE	\$ NO COVERAGE	aggregate
		\$ NO COVERAGE	each claim

ITEM 4 Amendments, waivers and exceptions, if any, as applicable to the Participant named herein shall become a part of this Declaration.

ITEM 5 It is understood that all statements and declarations made by the Participant, in connection with his/her application for employment and in any other requests for information are true and that no material facts have been suppressed or misstated.

ITEM 6 It is further understood and agreed that the coverages afforded hereunder shall only apply to professional medical services rendered to enrolled members of Comprehensive Health Services of Detroit, Inc. while functioning as an employee of Comprehensive Health Services of Detroit, Inc. and while providing professional medical services to patients assigned by any hospital at which the covered person has hospital staff privileges and where said hospital requires, as a condition for maintaining such staff privileges, that services be provided to assigned patients. No coverage is afforded or otherwise provided while providing any services, of any nature whatsoever, not for the benefit of Comprehensive Health Services of Detroit, Inc., pursuant to your employment agreement with Comprehensive Health Services of Detroit, Inc., or for the benefit of any person not an enrolled member of Comprehensive Health Services of Detroit, Inc. except as provided to the contrary hereinbefore.

ITEM 7 Date of issue: _____

COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC.
SELF-INSURANCE PLAN AND TRUST

Date _____

COMPREHENSIVE HEALTH SERVICES, INC.
SELF-INSURANCE PLAN AND TRUST

ITEM 1 Named Insured: _____
 Address: _____

Date _____

CERTIFIED RESOLUTION

I, RONALD ECHOLS, DO HEREBY CERTIFY:

I AM THE SECRETARY OF COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC.

At A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE CORPORATION DULY CALLED AND HELD ON THE 11th DAY OF December, 1986, AT WHICH A QUORUM OF THE TRUSTEES WERE PRESENT,

IT WAS, UPON MOTION DULY MADE AND SECONDED, UNANIMOUSLY RESOLVED:


THAT ELLIS J. BONNER, PRESIDENT, OR JAMES W. PATTON, EXECUTIVE VICE-PRESIDENT AND CHIEF OPERATING OFFICER, BE AND ARE HEREBY AUTHORIZED TO SIGN THE COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC. SELF-INSURANCE PLAN AND TRUST AGREEMENT, BY AND BETWEEN THIS CORPORATION AND NATIONAL BANK OF DETROIT, ON BEHALF OF THIS CORPORATION, AND

FURTHER RESOLVED, THAT THE PRESIDENT AND EXECUTIVE VICE-PRESIDENT AND CHIEF OPERATING OFFICER OF THIS CORPORATION BE AND ARE HEREBY AUTHORIZED TO GIVE DIRECTIONS TO THE TRUSTEE OF THE SELF-INSURANCE PLAN, ON BEHALF OF THIS CORPORATION, PURSUANT TO THE COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC. SELF-INSURANCE PLAN AND TRUST AGREEMENT.

I DO FURTHER CERTIFY THAT ELLIS J. BONNER IS THE DULY ELECTED PRESIDENT OF THE CORPORATION, AND

I DO FURTHER CERTIFY THAT THE ABOVE RESOLUTION HAS NOT BEEN ALTERED, AMENDED, REPEALED OR RESCINDED.

DATED: December 11, 1986



SECRETARY

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT made and entered into this 29th day of May, 1987, by and between COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC., a Michigan non-profit health maintenance corporation, organized and existing under the laws of the State of Michigan, hereinafter referred to as "CHSD" and NATIONAL BANK OF DETROIT, a Michigan corporation, hereinafter referred to as "Trustee".

WHEREAS, the parties hereto have entered into the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust Agreement, dated December 31, 1986, and

WHEREAS, CHSD is desirous of clarifying certain language in the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Article V, titled "Covered Professional Liability Claims," shall be amended to read as follows:

"For purposes of this Plan, 'Covered Professional Liability Claims' shall mean and include all claims for costs, liabilities, suits, actions, causes of actions, and damages because of injury or death to any person arising out of the providing or the failure to provide, during the existence of this Plan, the following services:

- a) Medical, surgical, dental, social work, psychiatric, alcohol and drug treatment, nutritional, and pharmaceutical services and treatment.
- b) Furnishing or dispensing of drugs, medications, medical, dental or surgical supplies or appliances.
- c) Medical records services, including release of medical records.
- d) Service by any CHSD employee as a member of or as a participant in a formal accreditation, peer review of similar professional board or committee of Comprehensive Health Services of Detroit, Inc. or as an individual assigned to the duty of executing directives and orders of any such board or committee.
- e) Service by any Comprehensive Health Services of Detroit, Inc. employee as a member of any committee or as a person communicating information to CHSD or its medical staff for the purpose of aiding in the evaluation of the qualifications, fitness or character of an applicant for employment by CHSD or for the purpose of initiating corrective action, or as a person charged with the duty of acting as a hearing officer or agent of a review committee executing directives of any such committee when such person is acting within the scope and capacity as his/her duties.

For purposes of this Plan, 'Covered Professional Liability Claims' shall include all such claims against the Company which arose or accrued prior to the effective date of this Plan in those instances where either CHSD or a Covered Person was not covered by a policy of professional

liability insurance, in those instances where the amount of the claim exceeds any professional liability insurance coverage which was in effect insuring either CHSD or the Covered Person, and claims arising or accruing that were initially covered by professional liability insurance insuring CHSD but the insurer becoming insolvent, rehabilitated or liquidated so that said insurer will not be honoring its obligation to defend CHSD, or any Covered Person, or indemnifying them against liability. Further, any and all claims arising after the effective date of this Plan shall also be deemed to constitute covered professional liability claims hereunder."

2. Article VIII, titled "Payment of Claims and Expenses" shall be amended to read as follows:

"The Board of Trustees, Comprehensive Health Services of Detroit, Inc., or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay, or to reimburse any Covered Person for payment by it of, the following expenses:

a) The expenses of establishing the Trust, including legal fees, actuarial fees, and Trustee fees.

b) Expenses incurred in connection with administering the Professional Liability Claims management program of Comprehensive Health Services of Detroit, Inc.

c) Legal, actuarial and fiduciary expenses in connection with the maintenance, administration and operation of the Trust by the Trustee.

Subject to the provisions of this paragraph, the Board of Trustees, Comprehensive Health Services of Detroit, Inc., or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay on behalf of any Covered Person, or to reimburse any Covered Person for payment by it of, the following:

a) All covered Professional Liability Claims which any Covered Person shall become legally obligated to pay or which are payable by any Covered Person as a result of a settlement approved by the Board of Trustees, CHSD, or any one or more persons designated by it.

b) All ordinary and necessary expenses and costs incurred in connection with any claims payable from the Trust Fund pursuant to this paragraph. The term 'ordinary and necessary costs and expenses' shall be liberally construed and specifically defined to include risk management expenses incurred by CHSD and any excess liability insurance premiums incurred by CHSD.

No payment shall be made from the Trust Corpus, for any claim on account of a claim against a Covered Person other than Comprehensive Health Services of Detroit, Inc. unless the Board of Trustees, or one or more of persons designated by it, determines that such Covered Person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of CHSD, that such person was acting in accordance with his/her position description with respect to performing his/her duties and responsibilities, and that the Covered Person was not acting illegally or intentionally wrongful.

With reference to covered Professional Liability Claims based upon occurrences, no payment shall be made from the Trust Fund, with respect to occurrence involving any health care professionals, exceeding \$100,000 for any one covered Professional Liability Claim against one or more persons and \$300,000 in the annual aggregate for all such claims; with respect to occurrences against CHSD, no payment shall be made from the Trust Fund in excess of \$1,000,000 for any one covered Professional Liability Claim and \$3,000,000 for the annual aggregate for all such claims. It is specifically understood and agreed that the Trustee shall have no obligation, absent a specific directive from CHSD, to purchase any excess liability insurance coverage; notwithstanding the foregoing, however, the Trustee is authorized to purchase and maintain such excess liability insurance coverage and pay the premiums, for the cost of said insurance coverage, provided same is completed at the express written direction of CHSD.

Unless coverage of a Covered Person under all applicable, valid and collectible insurance policies or self-insurance plans has been exhausted, no payment shall be made from the Trust Fund with respect to a claim against such Covered Person.

The Board of Trustees, CHSD, shall deliver to the Trustee a written designation of one or more persons which may authorize payment from the Trust Fund for expenses and claims under this paragraph. Any one or more persons so designated shall not have the power to direct payments to be made from the Trust Fund until such written designation is delivered to the Trustee, or after the Trustee is informed in writing that such authority has been revoked.

The Trustee shall not become liable to CHSD or any other Covered Person for any payment made in accordance with the written authorization of CHSD or from such person or persons authorized to deliver written authorizations to the Trustee."

3. Except as amended by this Agreement, all other terms and conditions of the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first written above.

WITNESSES:

Landen L. Taylor

COMPREHENSIVE HEALTH SERVICES OF
DETROIT, INC. - "CHSD"

By James M. Patton
Title: Executive Vice President & COO

NATIONAL BANK OF DETROIT - "TRUSTEE"

By [Signature]
Title: _____

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT made and entered into this 1st day of January, 1990, by and between COMPREHENSIVE HEALTH SERVICES, INC., formerly known as COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC., a Michigan non-profit health maintenance corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as "CHS", and NATIONAL BANK OF DETROIT, a Michigan corporation, hereinafter referred to as "Trustee".

WHEREAS, the parties hereto have entered into the Comprehensive Health Services of Detroit, Inc. Self-Insurance Plan and Trust Agreement, dated December 31, 1986, and

WHEREAS, CHS is desirous of amending said Self-Insurance Plan and Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Article V, titled "Covered Professional Liability Claims", shall be amended to add new subparagraph (f), and shall read as follows:

"(f) While acting as the Medical Director of an individual practice association which has entered into a Basic or Multi-Specialty Services Agreement with Comprehensive Health Services, Inc., with coverage hereunder to be valid only while said Medical Director is performing his or her administrative duties while acting as Medical Director only with respect to the Basic or Multi-Specialty Services Agreement by and between his or her Individual Practice Association and Comprehensive Health Services, Inc., no coverage shall be afforded while said Medical Director is acting in such capacity pursuant to any other Agreement by and between his or her Individual Practice Association and any other organization, firm or entity. No coverage shall be afforded while acting as Medical Director pursuant to any other contract to which said Individual Practice Association may be a party. It is specifically understood and agreed that no coverage shall be afforded to a Medical Director under any other section of this Article."

2. Article VIII, titled "Payment of Claims and Expenses" shall be amended to read as follows:

"The Board of Trustees, Comprehensive Health Services, Inc., or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay, or to reimburse any Covered Person for payment by it of, the following expenses:

a) The expenses of establishing the Trust, including legal fees, actuarial fees, and Trustee fees.

b) Expenses incurred in connection with administering the Professional Liability Claims management program of Comprehensive Health Services, Inc.

c) Legal, actuarial and fiduciary expenses in connection with the maintenance, administration and operation of the Trust by the Trustee.

Subject to the provisions of this paragraph, the Board of Trustees, Comprehensive Health Services, Inc., or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay on behalf of any Covered Person, or to reimburse any Covered Person for payment by it of, the following:

a) All covered Professional Liability Claims which any Covered Person shall become legally obligated to pay or which are payable by any Covered Person as a result of a settlement approved by the Board of Trustees, CHS, or any one or more persons designated by it.

b) All ordinary and necessary expenses and costs incurred in connection with any claims payable from the Trust Fund pursuant to this paragraph. The term "ordinary and necessary costs and expenses" shall be liberally construed and specifically defined to include risk management expenses incurred by CHS and any excess liability insurance premiums incurred by CHS.

No payment shall be made from the Trust Corpus, for any claim on account of a claim against a Covered Person other than Comprehensive Health Services, Inc. unless the Board of Trustees, or one or more of persons designated by it, determines that such Covered Person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of CHS, that such person was acting in accordance with his/her position description with respect to performing his/her duties and responsibilities, and that the Covered Person was not acting illegally or intentionally wrongful.

With regard to covered Professional Liability Claims based upon occurrences, no payment shall be made from the Trust Fund in excess of \$100,000.00 for any one covered Professional Liability Claim against one or more persons, and \$300,000.00 in the annual aggregate for all such claims, in the case of all covered persons other than Comprehensive Health Services, Inc. and, in the case of Comprehensive Health Services, Inc., \$1,000,000.00 for any one covered professional liability claim and \$3,000,000.00 in the annual aggregate for all such claims. It is specifically understood and agreed that the Trustee shall have no obligation, absent a specific directive from CHS, to purchase any excess liability insurance coverage; notwithstanding the foregoing, however, the Trustee is authorized to purchase and maintain such excess liability insurance coverage and pay the premiums, for the cost of said insurance coverage, provided same is completed at the express written direction of CHS.

Unless coverage of a Covered Person under all applicable, valid and collectible insurance policies or self-insurance plans has been exhausted, no payment shall be made from the Trust Fund with respect to a claim against such Covered Person.

The Board of Trustees, CHS, shall deliver to the Trustee a written designation of one or more persons which may authorize payment from the Trust Fund for expenses and claims under this paragraph. Any one or more persons so

designated shall not have the power to direct payments to be made from the Trust Fund until such written designation is delivered to the Trustee, or after the Trustee is informed in writing that such authority has been revoked.

The Trustee shall not become liable to CHS or any other Covered Person for any payment made in accordance with the written authorization of CHS or from such person or persons authorized to deliver written authorizations to the Trustee.

3. Except as amended by this Agreement and any previous Amendment Agreements, all other terms and conditions of the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first written above.

WITNESS:

Sandra K. Taylor

COMPREHENSIVE HEALTH SERVICES, INC.
(CHS)

By: James H. Patten
Title: Executive Vice President & COO

WITNESS:

Ronald A. Thompson

NATIONAL BANK OF DETROIT
(Trustee)

By: [Signature]
Title: Second Vice President

Signed and
delivered
in presence of

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT made and entered into this 1st
day of January, 1992^{Sup}, by and between THE WELLNESS
PLAN, formerly known as Comprehensive Health Services, Inc., a
Michigan Non-Profit Health Maintenance Corporation organized and
existing under the laws of the State of Michigan, hereinafter
referred to as "TWP", and ^{NBD Bank, N.A. formerly known as} NATIONAL BANK OF DETROIT, a Michigan
Corporation, hereinafter referred to as "Trustee".

WHEREAS, the parties hereto have entered into the
Comprehensive Health Services of Detroit, Inc., Self-Insurance Plan
and Trust Agreement, dated December 31, 1986, and

WHEREAS, TWP is desirous of amending said Self-Insurance Plan
and Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and
promises contained herein, the parties hereto hereby agree as
follows:

1. Article VIII, titled "Payment of Claims and Expenses",
shall be amended to read as follows:

"The Board of Trustees, The Wellness Plan, or one or
more persons designated by it, shall have the power, by
delivery to the Trustee or written authorization, to
direct the Trustee to pay, or to reimburse any Covered
Person for payment by it of, the following expenses:

- a) The expenses of establishing the Trust, including
legal fees, actuarial fees, and Trustee fees.
- b) Expenses incurred in connection with administering
the Professional Liability Claims management
program of The Wellness Plan.
- c) Legal, actuarial and fiduciary expenses in

connection with the maintenance, administration and operation of the Trust by the Trustee.

Subject to the provisions of this paragraph, the Board of Trustees, The Wellness Plan, or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay on behalf of any Covered Person, or to reimburse any Covered Person for payment by it of, the following:

- a) All covered Professional Liability Claims which any Covered Person shall become legally obligated to pay or which are payable by any Covered Person as a result of a settlement approved by the Board of Trustees, TWP, or any one or more persons designated by it.
- b) All ordinary and necessary expenses and costs incurred in connection with any claims payable from the Trust Fund Pursuant to this paragraph. The term "ordinary and necessary costs and expenses" shall be liberally construed and specifically defined to include risk management expenses incurred by TWP and any excess liability insurance premiums incurred by TWP.

No payment shall be made from the Trust Corpus, for any claim on account of a claim against a Covered Person other than The Wellness Plan unless the Board of Trustees, or one or more persons designated by it, determines that such Covered Person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of TWP, that such person was acting in accordance with his/her position description with respect to performing his/her duties and responsibilities, and that the Covered Person was not acting illegally or intentionally wrongful.

With regard to covered Professional Liability Claims based upon occurrences, no payment shall be made from the Trust Fund in excess of \$100,000.00 for any one covered Professional Liability Claim against one or more persons, and \$300,000.00 in the annual aggregate for all such claims, in the case of all covered persons other than The Wellness Plan and, in the case of The Wellness Plan, \$2,000,000.00 for any one covered professional liability claim and \$4,000,000.00 in the annual aggregate for all such claims. It is specifically understood and agreed that the Trustee shall have no obligation, absent a specific directive from TWP, to purchase any excess liability insurance coverage; notwithstanding the foregoing, however, the Trustee is authorized to purchase and maintain such excess liability insurance coverage and

pay the premiums, for the cost of said insurance coverage, provided same is completed at the express written direction of TWP.

Unless coverage of a Covered Person under all applicable, valid and collectible insurance policies or self-insurance plans has been exhausted, no payment shall be made from the Trust Fund with respect to a claim against such Covered Person.

The Board of Trustees, TWP, shall deliver to the Trustee a written designation of one or more persons which may authorize payment from the Trust Fund for expenses and claims under this paragraph. Any one or more persons so designated shall not have the power to direct payments to be made from the Trust Fund until such written designation is delivered to the Trustee, or after the Trustee is informed in writing that such authority has been revoked.

The Trustee shall not become liable to TWP or any other Covered Person for any payment made in accordance with the written authorization of TWP or from such person or persons authorized to deliver written authorizations to the Trustee.

2. Except as amended by this Agreement and any previous Amendment Agreements, all the terms and conditions of The Wellness Plan Self-Insurance Plan and Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first written above.

Witness:

Sandra L. Taylor

"THE WELLNESS PLAN"

By: James M. Patton

Title: EXECUTIVE V. P. & COO
NBD Bank, N.A. formerly known as
"NATIONAL BANK OF DETROIT" (TRUSTEE)

Tammi D. Tolliver

By: [Signature]

Title: Second Vice President

CERTIFIED RESOLUTION

I, RONALD ECHOLS, DO HEREBY CERTIFY:

I am the Secretary of COMPREHENSIVE HEALTH SERVICES, INC. - - -

At a special meeting of the Board of Trustees of the Corporation duly called and held on the _____ day of _____, 1990, at which a quorum of the Trustees were present,

It was, upon motion duly made and seconded, unanimously RESOLVED:

That the resolution adopted by the Board of Trustees, Comprehensive Health Services, Inc., dated December 11, 1986, authorizing the President and Executive Vice-President and Chief Operating Officer of this corporation to give directions to the Trustee of the Self-Insurance Plan and Trust on behalf of this corporation, remains in full force and effect, and

FURTHER RESOLVED, that Ellis J. Bonner, President, or James W. Patton, Executive Vice-President and Chief Operating Officer, be and are hereby authorized, as officers of this corporation, to give directions to the Trustee of the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust on behalf of this corporation, pursuant to the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust Agreement.

I DO FURTHER CERTIFY THAT ELLIS J. BONNER is the duly elected President and JAMES W. PATTON is the duly elected Executive Vice-President and Chief Operating Officer of this corporation, and

I DO FURTHER CERTIFY THAT the above resolution has not been altered, amended, repealed or rescinded.

Dated: _____

Secretary

*I cannot
locate a
signed copy
of this resolution*
[Signature]

AMENDMENT AGREEMENT

This Amendment Agreement made and entered into this _____ day of December, 1992, by and between COMPREHENSIVE HEALTH SERVICES, INC., d/b/a THE WELLNESS PLAN, a Michigan non-profit health maintenance corporation, organized and existing under the laws of the State of Michigan, hereinafter referred to as "CHS" and NBD BANK, N.A., hereinafter referred to as "Trustee".

WHEREAS, the parties hereto have previously entered into the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust Agreement dated the 31st day of December, 1986, and

WHEREAS, the parties hereto are desirous of amending said Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Article I, Section 10, shall be added and shall read as follows:

"'Members' or 'Comprehensive Health Services of Detroit, Inc. Members', as said terms are utilized in this Agreement, shall be construed to mean all individuals who are assigned to the covered person by Comprehensive Health Services, Inc., and the covered person is obligated to provide health care services to such individuals."

2. Except as modified by this Amendment Agreement, all other terms and conditions of the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust, including any previous amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first written above.

Witness:

"CHS"
COMPREHENSIVE HEALTH SERVICES,
INC.

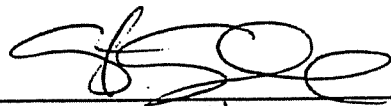
Loone Lindley

By

Ellis J. Bonner

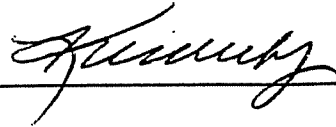
Title: President and C.E.O.

"TRUSTEE"
NBD BANK, N.A.



Janet Sowell

By:



Title:

Second Vice President

AMENDMENT AGREEMENT

This Amendment Agreement made and entered into this 20th day of July, 1994, by and between **COMPREHENSIVE HEALTH SERVICES, INC.**, d/b/a/ **THE WELLNESS PLAN**, a Michigan non-profit health maintenance corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as "CHS" and **NBD BANK, N.A.**, formerly known as National Bank of Detroit, a Michigan corporation, hereinafter referred to as "TRUSTEE".

WHEREAS, the parties hereto have entered into the **COMPREHENSIVE HEALTH SERVICES OF DETROIT, INC.** Self-Insurance Plan and Trust Agreement, dated December 31, 1986, and

WHEREAS "CHS" is desirous of amending said Self-Insurance Plan and Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Article V entitled "COVERED PROFESSIONAL LIABILITY CLAIMS" shall be amended to add new Paragraph (g), and shall read as follows:

"(g) All expenses, costs, liabilities and judgments which CHS shall be adjudged liable, or agrees to settle, based upon being vicariously liable for the acts of one of its Individual Practice Association, Providers, or other third party."

2. Except as modified by this Agreement, all of the terms and conditions of Comprehensive Health Services, Inc. Self-Insurance Plan and Trust, including any previous amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first written above.

"CHS"

"TRUSTEE"

COMPREHENSIVE HEALTH SERVICES, INC.

NBD BANK, N.A.

By: James A. Patton

By: [Signature]

Title: Executive Vice President and COO

Title: Vice President

AGREEMENT

This Amendment Agreement made and entered into this 4th day of March 1997, with an effective date of the 1st day of January 1995, by and between **COMPREHENSIVE HEALTH SERVICES, INC., d/b/a THE WELLNESS PLAN**, a Michigan non-profit health maintenance corporation, organized and existing under the laws of the State of Michigan, hereinafter referred to as "**TWP**", and **NBD Bank, N.A.**, formerly known as **NATIONAL BANK OF DETROIT**, a Michigan corporation, hereinafter referred to as "**Trustee**".

WHEREAS, the parties hereto have entered into the Comprehensive Health Services, Inc., Self-Insurance Plan and Trust Agreement, dated December 31, 1986, and

WHEREAS, TWP is desirous of amending said Self-Insurance Plan and Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Article VIII, entitled "Payment of Claims and Expenses", shall be amended to read as follows:

"The Board of Trustees, The Wellness Plan, or one or more persons designated by it, shall have the power, by delivery to the Trustee to pay, or to reimburse any Covered Person for payment by it of, the following expenses:

- (a) The expenses of establishing the Trust, including legal fees, actuarial fees, and Trustee fees.
- (b) Expenses incurred in connection with administering the Professional Liability Claims Management Program of The Wellness Plan.
- (c) Legal, actuarial and fiduciary expenses in connection with the maintenance, administration and operation of the Trust by the Trustee.

Subject to the provisions of this paragraph, the Board of Trustees, The Wellness Plan, or one or more persons designated by it, shall have the power, by delivery to the Trustee of written authorization, to direct the Trustee to pay on behalf of any Covered Person, or to reimburse any Covered Person for payment by it of, the following:

a) All covered Professional Liability Claims which any Covered Person shall become legally obligated to pay or which are payable by any Covered Person as a result of a settlement approved by the Board of Trustees, TWP, or any one or more persons designated by it.

b) All ordinary and necessary expenses and costs incurred in connection with any claims payable from the Trust Fund pursuant to this paragraph. The term "ordinary and necessary costs and expenses" shall be liberally construed and specifically defined to include risk management expenses incurred by TWP and any excess liability insurance premiums incurred by TWP.

No payment shall be made from the Trust Corpus, for any claim on account of a claim against a Covered Person other than The Wellness Plan unless the Board of Trustees, or one or more persons designated by it, determines that such Covered Person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of TWP, that such person was acting in accordance with his/her responsibilities, and that the Covered Person was not acting illegally or intentionally wrongful.

With regard to covered Professional Liability Claims based upon occurrence, no payment shall be made from the Trust Fund in excess of \$100,000.00 for any one covered Professional Liability Claim against one or more persons, and \$300,000.00 in the annual aggregate for all such claims, in the case of all covered persons other than The Wellness Plan and, in the case of The Wellness Plan, \$3,000,000.00 for any one covered professional liability claim and no limit in the annual aggregate for all such claims. It is specifically understood and agreed that the Trustee shall have no obligation, absent a specific directive from TWP, to purchase any excess liability insurance coverage; notwithstanding the foregoing, however, the Trustee is authorized to purchase and maintain such excess liability insurance coverage and pay the premiums, for the cost of said insurance coverage, provided same is completed at the express written direction of TWP.

Unless coverage of a Covered Person under all applicable, valid and collectible insurance policies or self-insurance plans has been exhausted, no payment shall be made from the Trust Fund with respect to a claim against such Covered Person.

The Board of Trustees, TWP, shall deliver to the Trustee a written designation of one or more persons which may authorize payment from the Trust Fund for expenses and claims under this paragraph. Any one or more persons so designated shall not have the power to direct payments to be made from the Trust Fund until such written designation is delivered to the Trustee, or after the Trustee is informed in writing that such authority has been revoked.

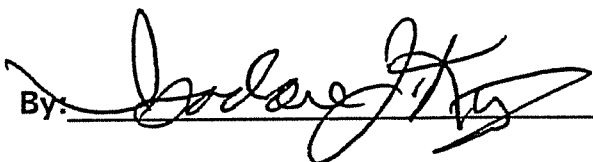
The Trustee shall not become liable to TWP or any other Covered Person for any

payment made in accordance with the written authorization of TWP or from such person or persons authorized to deliver written authorizations to the Trustee.

2. Except as amended by this Agreement and any previous Amendment Agreements, all the terms and conditions of The Wellness Plan Self-Insurance Plan and Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first written above.

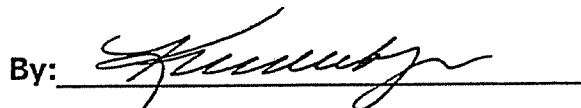
THE WELLNESS PLAN

By: 

Title: _____

"TRUSTEE"

NBD BANK, N.A.

By: 

Title: Vice President

CERTIFIED RESOLUTION

I, STANLEY R. KIRK, DO HEREBY CERTIFY:

I am the Secretary of COMPREHENSIVE HEALTH SERVICES, INC. a/k/a THE WELLNESS PLAN.

At a regular meeting of the Board of Trustees of the Corporation duly called and held on the 4th day of March, 1997, at which a quorum of the Trustees were present,

It was, upon motion duly made and seconded, unanimously RESOLVED:

That the resolution adopted by the Board of Trustees, Comprehensive Health Services, Inc., dated December 11, 1986, authorizing the President and Executive Vice President and Chief Operating Officer of this corporation to give directions to the Trustee of the Self-Insurance Plan and Trust on behalf of this corporation, remains in full force and effect, and

FURTHER RESOLVED, that James W. Patton, President, or Isadore J. King, Executive Vice President and Chief Operating Officer - Plan Administration, be and are hereby authorized, as officers of this corporation, to give directions to the Trustee of the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust on behalf of this corporation, pursuant to the Comprehensive Health Services, Inc. Self-Insurance Plan and Trust Agreement.

I DO FURTHER CERTIFY THAT JAMES W. PATTON is the duly elected President and ISADORE J. KING is the duly elected Executive Vice President and Chief Operating Officer of this corporation, and

I DO FURTHER CERTIFY THAT the above resolution has not been altered, amended, repealed or rescinded.

Dated: March 4, 1997

Stanley R. Kirk
Secretary